

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

18-0293-002-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF TULARE

2. The Agreement Term is: October 1, 2018 through September 30, 2019

3. The maximum amount of this Agreement is: \$371,269.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF TULARE

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4437 S Laspina Street, Tulare, CA 93274

STATE OF CALIFORNIA

APPROVED AS TO FORM:

COUNTY COUNSEL

BY

Deputy

AZ

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

MA

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	Pending
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$12,144,701.00
Effective Dates:	10/1/18 through 9/30/19

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will place and service traps for the detection of the Asian Citrus Psyllid (ACP).

Project Title: Asian Citrus Psyllid (ACP) / Huanglongbing (HLB)

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Roger Spencer	Name:	Marilyn Kinoshita
Division/Branch:	Plant Health and Pest Prevention Services / Pest Detection and Emergency Projects	Organization:	COUNTY OF TULARE
Address:	2800 Gateway Oaks Drive	Address:	4437 S Laspina Street
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Tulare, CA 93274
Phone:	916-654-1211	Phone:	559-684-3350
Email Address:	roger.spencer@cdfa.ca.gov	Email Address:	aginfo@co.tulare.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rudy Martinez	Name:	
Division/Branch:	Plant Health and Pest Prevention Services / Pest Detection and Emergency Projects	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-654-1211	Phone:	
Email Address:	rudy.martinez@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

3. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

4. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances applicable are to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

5. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfil all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

6. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

7. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

10. **Non-Discrimination Clause**

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

12. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

13. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

14. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

17. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

22. Equipment

The Recipient must comply with the requirements and procedures regarding the use, maintenance, disposition, and reporting of equipment in accordance with the Scope of Work and/or Grant Procedures Manual, if applicable.

23. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

24. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

25. Property Damage Claims Process

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in The Federal Travel Regulations and Federal Per Diem Rate Schedule.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.
- F. The Recipient will comply with all applicable State and Federal regulations including, but not limited to, the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 200 or Federal Acquisition Regulation 48 CFR 31.2.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Government Organization and Employees Act as amended (5 USC 7902 (c));
- C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID (ACP) DETECTION TRAPPING

Fiscal Years 2018-2019 and 2019-2020

Effective Dates: October 1, 2018 to September 30, 2019

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture (CDFA) shall:

- A. Provide all traps, trap parts, and handouts.
- B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG) and Asian Citrus Psyllid (ACP) Trapping Guidelines FY2018-19 and 2019-20 (ACPTG). The current version of the ITG is on the CDFA website at: www.cdfa.ca.gov/go/ITG, and the ACPTG is provided along with this agreement and is available from the CDFA District Entomologist.
- D. Provide annual training programs for county trapping supervisors.
- E. Provide training to trappers as needed.
- F. Provide quality control (QC) of the county trapping program via inspections.
- G. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available at <http://www.cdfa.ca.gov/plant/peir>.

Section 2

The County Agricultural Commissioner shall:

- A. Hire and train personnel.
- B. Provide and maintain trapping vehicles.

- C. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.
- D. Ensure that supervisors attend training provided by the CDFA District Entomologist.
- E. Ensure that all trapping activities conform to the current version of the ITG and the ACPTG, except as noted below.
 - 1. Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.
 - 2. Should there be a discrepancy between the ITG and the Scope of Work or ACPTG, the Scope of Work or ACPTG shall supersede the ITG.
- F. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet (THWS) (66-223).
- G. Place traps at the beginning of the season start date of October 1, 2018. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2019. Traps may be left in place if direction is received from the CDFA that a new agreement is being offered to start October 1, 2019.
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing dates. The unique trap numbering system is based upon the Statewide Trapping Grid (STG). Links to Map Books and GIS layers based on the STG are at <http://maps.cdfa.ca.gov/TrapBooks>.
 - 1. The naming convention for the STG is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-18-ACP1 is in grid EV241, subgrid 18, trap type is Asian citrus psyllid (ACP), and it is designated as number “1” ACP trap within that subgrid.
 - 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement and servicing dates, as appropriate. Requirements for ACP traps are as follows.
 - a. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note any additional servicing dates on outside non-sticky margins.

- I. Ensure that all sites trapped are GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). Record GPS reading on the trap data card. New GPS points must be recorded for traps when they are relocated.
- J. Ensure that all detection ACP traps are serviced monthly, all delimitation traps are serviced either weekly or monthly dependent on situation (see ACPTG for guidance), and all commercial traps are serviced bi-weekly from October 1, 2018 through September 30, 2019, unless determined otherwise by the District Entomologist.
- K. Ensure that all traps removed from the field are sent to the CDFA screening laboratory in Los Alamitos, as detailed in the ACPTG.
- L. Participate in new delimitation activities if requested to do so by the CDFA.
- M. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures and a partially-completed Tiering Checklist template are provided along with this agreement and are available from the District Entomologist. A blank Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the Tiering Checklist prior to conducting trapping activities. When the agreement ends, a copy of the Checklist is to be signed and dated by the Project Leader and emailed to the Pest Detection/Emergency Projects (PD/DP) County Contracts Coordinator, currently Rudy Martinez (rudy.martinez@cdfa.ca.gov), to signify that the PEIR requirements were implemented.
- N. Maintain a Daily Trapping Summary (DTS) (Form 60-210) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for review by the CDFA Audits Office, for three years. This form is available from the District Entomologist.
- O. Complete a monthly Pest Detection Report Number One (Form 66-035), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as

“removed” and then “added.” A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.

- P. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, relocation and removal.
- Q. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Maintain county wall maps with numbered square miles grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.
- S. Allow state detection personnel and/or federal officers to perform quality control inspections on all ACP trap lines with a 48-hour notice.
- T. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48-hour notice. This will be credited as field training for county personnel.
- U. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the ACPTG.
- V. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).
- W. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for such traps.
- X. Submit invoices along with the Report Number One monthly by postal mail or e-mail to the PD/EP County Contracts Coordinator:

Rudy Martinez
CDFA, PD/EP
2800 Gateway Oaks Drive
Sacramento, CA 95833
rudy.martinez@cdfa.ca.gov

1. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred.

Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.
3. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.
4. A sample invoice is included with this agreement and is available from the District Entomologist. The county may use this form or submit their own invoice, but the invoice must contain the following:
 - a. County name
 - b. Remit to address
 - c. Date of submittal
 - d. Invoice number
 - e. Agreement name
 - f. Agreement number
 - g. Billing period
 - h. Allowable itemized charges as listed on the Financial Plan:
 - i. Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate.
NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.
 - ii. Vehicle license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.
5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in items 3 and 4 above.
6. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement will not be paid.
7. Please do not submit the invoice as a PDF file or use dark highlights. A low-resolution PDF file or dark highlights make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch.

8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of the invoice.
9. Please note that CDFA cannot reimburse for more than the total agreement amount. However, continue to send monthly invoices even if the agreement funds are depleted, as this can be useful information for future budget allocations.

**Asian Citrus Psyllid Trapping Guidelines (ACPTG)
FY2018-19 and 2019-20**

1. Trapping Season - Conduct trapping from October 1, 2018 through September 30, 2019.
2. Trapping Locations
 - a. Conduct detection trapping in all urban and rural residential areas. Refer to the California Department of Food and Agriculture (CDFA) Insect Trapping Guide (ITG) for definitions, available online at www.cdfa.ca.gov/go/ITG.
 - b. Conduct delimitation trapping on any type of property with hosts (includes commercial agriculture).
 - c. Conduct commercial trapping in commercial citrus groves only.
 - d. If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the District Entomologist prior to placement of these traps for approval.
 - e. Locations should be stand-alone (i.e., not piggybacked), unless otherwise agreed upon with the District Entomologist.
3. Trap Density - Traps shall be placed at the following densities. For Detection traps, the District Entomologist will provide the appropriate number for each county within the ranges noted below.
 - a. Detection traps placed at 5 to 16 traps per square mile.
 - b. Delimitation traps placed at 50 per square mile in four-square miles centered on the detection location (i.e., one-mile radius from detection location).
 - c. Commercial traps placed at one per 40 acres.
4. Inspection Frequency (see item 14 below for screening procedure)
 - a. Detection Survey – inspect and remove traps monthly for screening.
 - b. Delimitation Survey – inspect and remove traps weekly for the first month for screening, then monthly for 11 more months (12 months total). Remove all traps at 12 months after the last detection.
 - c. Commercial Survey – inspect and remove traps every two weeks for screening.
5. Trap - The trap consists of three parts: a yellow panel trap, trap hanger, and paperclip.

6. Attractant - The yellow color is a visual attractant. The trap does not contain a lure or an insecticide.
7. Hosts - Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. **Do not place traps in non-host trees.**
8. Trap Numbering
 - a. Using the alpha-numeric Statewide Trapping Grid (STG), assign a unique trap number consisting of the STG grid, hyphen, quint or subgrid, hyphen, trap type (ACP) and number (use number only if more than one trap is in that quint or subgrid). For example: JT316-W-ACP2 or JT316-5-ACP.
 - b. Write the trap number, date of deployment, and trapper's initials on an interior non-sticky side of the trap body. It is easiest to do this before the trap is opened for deployment. Note any additional servicing dates on outside non-sticky margins.
9. Trap Assembly - Assemble the trap by pulling it open, exposing the yellow sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).
10. Trap Placement and GPS
 - a. Follow the parameters for ACP trap placement in the ITG.
 - b. All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, -119.825056). If there are more than 6 digits, truncate (cut off) the additional digits. **Do not round up or down.** Record the GPS reading on the trap data card. New GPS points must be recorded when traps are relocated.
11. Baiting Interval - Not applicable.
12. Trap Relocation
 - a. Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.
 - b. When relocating, always use a new trap. Submit all removed traps to a qualified screener or the CDFA screening facility for your district (see item 14 below for screening procedure). GPS the new site and document the new GPS coordinates on the trap card.
 - i. Detection Survey – Relocate traps every eight weeks, adhering to a minimum relocation distance of 500 feet, per the ITG.

- ii. Delimitation Survey – Relocate in consultation with the District Entomologist.
- iii. Commercial Trapping – Do not relocate the trap unless the tree is removed or maintaining the regular servicing interval is compromised.

13. Trap Replacement

- a. Replace traps monthly or with each relocation (as with Jackson trap inserts).
- b. Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

14. Screening of Traps - **All traps removed from the field must be screened for ACP before being discarded.**

- a. CDFA maintains a screening center in Los Alamitos for screening (address is below). Shipment costs for sending traps will be reimbursed by CDFA.
- b. Boxes sent to Los Alamitos must have the county written on the outside of the box, so as to allow the screening center to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete an electronic Pest and Damage Record (e-PDR).
- c. Los Alamitos address and contact information:

Medfly Preventative Release Facility
3802 Constitution Avenue
Los Alamitos, CA 90720-5100
Attention: Manuel Villarreal
Phone: 562-795-1206

- d. Alternately, counties may instead elect to have a qualified staff member perform the screening, with pre-approval from the District Entomologist.

15. Submitting Specimens for Identification

- a. If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the county office for supervisory inspection. Before leaving the site, replace the old trap with a new one.
- b. Immediately contact the District Entomologist, as per the ITG.
- c. Submit the entire trap, leaving the suspect ACP(s) on the trap, for identification to the Plant Pest Diagnostics Laboratory in Sacramento as efficiently and quickly as possible. If the suspect insect is alive on the

trap, place the trap in the freezer for at least one hour to kill the specimen.
Do not transport live specimens!

- d. Mailing address to submit specimens:

Plant Pest Diagnostics Laboratory
3294 Meadowview Road
Sacramento, CA 95832

- e. All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Record (e-PDR). The website for the e-PDR is <http://phpps.cdfa.ca.gov>. Persons submitting this form will need a username and a password.
- f. Notify the District Entomologist when suspect specimens are sent. Include the e-PDR number in this communication.

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	3314	x	9.00	=	29,826
Delimitation	300	x	9.00	=	2,700
Commercial	0	x	19.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
Total:					32,526

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

DETECTION:	29,826	÷	7.34	=	4,063.49	x 1.1 (10%)	4,469.84
	(A)		(B)		(C)		(D)
DELIMITATION:	2,700	÷	7.34	=	367.85	x 1.1 (10%)	404.63
	(A)		(B)		(C)		(D)
COMMERCIAL:	0	÷		=	0	x 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
TOTAL:							4,874.47

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DETECTION												
DELIMITATION												
COMMERCIAL												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
Detection	3314	x	3.00	=	9,942
Delimitation	300	x	3.00	=	900
Commercial		x	6.50	=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
		x		=	0
Total:					10,842

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

ACP TOTAL:	9,942	÷	<input type="text" value="7.34"/>	=	1,354.50	× 1.1 (10%)	1,489.95
	(A)		(B)		(C)		(D)
ACP TOTAL:	900	÷	<input type="text" value="7.34"/>	=	122.62	× 1.1 (10%)	134.88
	(A)		(B)		(C)		(D)
ACP TOTAL:	0	÷	<input type="text" value=""/>	=	0	× 1.1 (10%)	0.00
	(A)		(B)		(C)		(D)
						TOTAL:	1,624.83

- A = Servicings/year/trap - calculated electronically.
- B = Average # of traps serviced per hour - figure entered by person completing work sheet.
- C = Hours/year - calculated electronically.
- D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

June 2017

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning_center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

- regarding safe pesticide handling and application.
- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
 - As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	October 1, 2018
Project Leader:	Marilyn Wright
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of Tulare County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

Part B

		Check Applicable Requirements
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2		Attach supporting documentation for determination, and CEQA Addendum, as applicable
Step 3		Attach tiered CEQA document, and identify additional requirements from that document

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Marilyn Wright
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

**"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2018-19 and 2019-20 Asian Citrus Psyllid Trapping**

INVOICE

9/2018

Green = fillable cells to be completed by the County
Purple = subtotals and totals These contain formulas - DO NOT MODIFY!
Orange = instructions.

Invoice Number:
Date:
Agreement Number:
Billing Period:

A. PERSONNEL

<u>SALARY - Detection Trappers</u>		<u>HOURLY RATE</u>		
<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>w/o BENEFITS</u>	<u>COST</u>
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
SALARY SUBTOTAL:				\$0.00

<u>BENEFITS</u>	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:			\$0.00

<u>SALARY - Non-Detection</u>		<u>HOURLY RATE</u>		
<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>w/o BENEFITS</u>	<u>COST</u>
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
SALARY SUBTOTAL:				\$0.00

<u>BENEFITS</u>	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:			\$0.00

<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>

25 % Overhead (Not to exceed 25%)

\$0.00 \$0.00 \$0.00

TOTAL PERSONNEL COST: \$0.00

B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc.)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

C. SUBCONTRACTOR

TITLE

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

LICENSE #

OWNED BY (County or State)

MILEAGE PER MONTH	RATE*	COST
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
0.00	\$0.000	\$0.00
STATE/COUNTY VEHICLE SUBTOTAL:		\$0.00

* Mileage rates: County vehicle = Not to exceed \$0.545 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied. State-owned vehicle = \$0.285 per mile.

LICENSE #

LEASED

LEASE RATE	MILEAGE PER MONTH	RATE*	COST
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
\$0.00	0.00	\$0.285	\$0.00
LEASED VEHICLE SUBTOTAL:			\$0.00

TOTAL TRANSPORTATION COST: \$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS: Remit payment to:

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Ag & Standards Inspector Aide EH V	34.44	141.51	4874.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
				Subtotal:	4,874.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		Ag & Standards Inspector Aide EH V	\$15.05	4874.00	\$73,354.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
				Subtotal:	\$73,354.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1		Ag & Standards Inspector Aide EH V	20.1900%	\$73,354.00	\$14,810.00
2			0.0000%	\$0.00	\$0.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
				Subtotal:	\$14,810.00

DETECTION STAFF SUBTOTAL: \$88,164.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Ag. Commissioner	2.00	3.00	6.00
2		Agricultural Pest Management Specialist	4.00	160.00	640.00
3		Ag & Standards Inspector IV	3.00	25.00	75.00
4		Ag & Standards Inspector III	3.00	160.00	480.00
5		Ag & Standards Inspector II	2.50	160.00	400.00
6		Ag & Standards Inspector I	2.00	160.00	320.00
7		Office Assistant III	5.00	160.00	800.00
				Subtotal:	2,721.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		Deputy Ag. Commissioner	\$36.83	6.00	\$221.00
2		Agricultural Pest Management Specialist	\$34.93	640.00	\$22,355.00
3		Ag & Standards Inspector IV	\$35.63	75.00	\$2,672.00
4		Ag & Standards Inspector III	\$30.36	480.00	\$14,573.00
5		Ag & Standards Inspector II	\$25.92	400.00	\$10,368.00
6		Ag & Standards Inspector I	\$22.34	320.00	\$7,149.00
7		Office Assistant III	\$17.26	800.00	\$13,808.00
				Subtotal:	\$71,146.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1		Deputy Ag. Commissioner	43.6800%	\$221.00	\$97.00
2		Agricultural Pest Management Specialist	44.8600%	\$22,355.00	\$10,028.00
3		Ag & Standards Inspector IV	38.8100%	\$2,672.00	\$1,037.00
4		Ag & Standards Inspector III	46.6400%	\$14,573.00	\$6,797.00
5		Ag & Standards Inspector II	44.2900%	\$10,368.00	\$4,592.00
6		Ag & Standards Inspector I	46.7900%	\$7,149.00	\$3,345.00
7		Office Assistant III	50.4800%	\$13,808.00	\$6,970.00
				Subtotal:	\$32,866.00

NON-DETECTION STAFF SUBTOTAL: \$104,012.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$144,500.00	\$47,676.00	\$48,044.00
TOTAL PERSONNEL COST :		\$240,220.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

C. SUBCONTRACTOR

TITLE	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
4.00	9.00	2750.00	\$0.545	\$53,955.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$53,955.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe b:

FY 2018-19 ACP Trapping Cost: \$294,175.00

FY 2018-19 & 19-20 ACP Trapping Total Cost: \$371,269.00

COMMENTS:

Green = fillable cells to be completed by the County.
 Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
 Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Ag & Standards Inspector Aide EH V	34.50	47.10	1625.00
2			0.00	0.00	0.00
3			0.00	0.00	0.00
4			0.00	0.00	0.00
5			0.00	0.00	0.00
				Subtotal:	1,625.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		Ag & Standards Inspector Aide EH V	\$15.05	1625.00	\$24,456.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00
				Subtotal:	\$24,456.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1		Ag & Standards Inspector Aide EH V	20.1900%	\$24,456.00	\$4,938.00
2			0.0000%	\$0.00	\$0.00
3			0.0000%	\$0.00	\$0.00
4			0.0000%	\$0.00	\$0.00
5			0.0000%	\$0.00	\$0.00
				Subtotal:	\$4,938.00

DETECTION STAFF SUBTOTAL: \$29,394.00

4. STAFF - Non-Detection

	<u>Employee Name</u>	<u>Title</u>	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Ag. Commissioner	2.00	2.00	4.00
2		Agricultural Pest Management Specialist	5.00	27.00	135.00
3		Ag & Standards Inspector IV	3.00	8.00	24.00
4		Ag & Standards Inspector III	3.00	27.00	81.00
5		Ag & Standards Inspector II	2.00	27.00	54.00
6		Ag & Standards Inspector I	2.50	27.00	68.00
7		Office Assistant III	5.00	26.00	130.00
				Subtotal:	496.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1		Deputy Ag. Commissioner	\$36.83	4.00	\$147.00
2		Agricultural Pest Management Specialist	\$34.93	135.00	\$4,716.00
3		Ag & Standards Inspector IV	\$35.63	24.00	\$855.00
4		Ag & Standards Inspector III	\$30.36	81.00	\$2,459.00
5		Ag & Standards Inspector II	\$25.92	54.00	\$1,400.00
6		Ag & Standards Inspector I	\$22.34	68.00	\$1,519.00
7		Office Assistant III	\$17.26	130.00	\$2,244.00
				Subtotal:	\$13,340.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1		Deputy Ag. Commissioner	43.6800%	\$147.00	\$64.00
2		Agricultural Pest Management Specialist	44.8600%	\$4,716.00	\$2,116.00
3		Ag & Standards Inspector IV	38.8100%	\$855.00	\$332.00
4		Ag & Standards Inspector III	46.6400%	\$2,459.00	\$1,147.00
5		Ag & Standards Inspector II	44.2900%	\$1,400.00	\$620.00
6		Ag & Standards Inspector I	46.7900%	\$1,519.00	\$711.00
7		Office Assistant III	50.4800%	\$2,244.00	\$1,133.00
				Subtotal:	\$6,123.00

NON-DETECTION STAFF SUBTOTAL: \$19,463.00

25.00 % Overhead (Not to exceed 25%)

SALARIES	BENEFITS	OVERHEAD COST
\$37,796.00	\$11,061.00	\$12,214.00
TOTAL PERSONNEL COST :		\$61,071.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

C. SUBCONTRACTOR

TITLE

	HOURLY RATE	HOURS	COST
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
TOTAL SUBCONTRACTOR COST:			\$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
4.00	3.00	2450.00	\$0.545	\$16,023.00	
STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST	
0.00	0.00	0.00	\$0.285	\$0.00	
NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	\$0.285	\$0.00
VEHICLE COST TOTAL:				\$16,023.00	

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

Description	COST
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
TOTAL SUPPLY COST:	\$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
 * Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe b:

FY 2019-20 ACP Trapping Cost:	\$77,094.00
--------------------------------------	--------------------

COMMENTS:

Notice of Exemption

Fee Exempt per Government Code Section 6103

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
Room 105, Courthouse
221 South Mooney Boulevard
Visalia, California 93291

<i>Date filed by Tulare County Clerk</i>

Lead Agency: Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277 (559) 624-7000
Attn: hguerra@co.tulare.ca.us

Applicant(s): County of Tulare Agricultural Commissioner/Sealer
4437 S. Laspina St.
Tulare, CA 93274 (559) 684-3397

Project Title: CDFA ACP Trapping FY 2018-2019

Project Location - Specific: Throughout Tulare County, CA

Project Location- Section, Township, Range: N/A

Project Location - City: N/A

Project Location - County: Tulare

Description of Nature, Purpose, and Beneficiaries of Project: The Tulare County Board of Supervisors (on October 1, 2018) entered into an Agreement with the State of California Department of Food and Agriculture (CDFA) to providing funding for the County of Tulare Agriculture Commissioner's Office to offset costs of providing Asian Citrus Psyllid (ACP) pest detection activities. The detection of quarantined pests is critically important to the agricultural industry within Tulare County and State of California. Implementing the programs as provided by CDFA (i.e., the use of equipment, pesticides, chemicals, personnel, etc.) would mitigate the spread of an exotic pest (ACP) that threatens the citrus industry. As such, the funds will result in a public benefit by supporting the actions necessary to eradicate ACP and protect the citrus industry as noted above.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- General Rule: CEQA guidelines 15061 (b)(3)
- Categorical Exemption Section 15307 Actions by Regulatory Agencies for Protection of Natural Resources and 15308 Actions by Regulatory Agencies for Protection of the Environment
- Statutory Exemptions:

Reasons why project is exempt: This action is consistent with CEQA Guidelines (California Administrative Code, Title 14, Division 6) Section 15061 (b)(3) that there is no possibility that the proposed grant activity may have a significant effect on the environment. Thus, Section 15061 (b)(3) is applicable and appropriate for this project. Further, CDFA certified a Final Program Environmental Impact Report (PEIR) for the Statewide Plant Pest Prevention and Management Program as an ongoing effort by CDFA to protect California's agriculture from damage caused by invasive plant species (such as the ACP). CDFA also certified Addendum No. 1 (on July 15, 2016) and Addendum No. 2 (on April 17, 2017) to the PEIR. As such, the use of Sections 15307 Actions by Regulatory Agencies for Protection of Natural Resources and 15308 Actions by Regulatory Agencies for Protection of the Environment are appropriate and applicable.

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Representative Jonathan D. Bixler, Deputy Agricultural Commissioner/Sealer **Telephone:** 559-623-3367

Signature: _____ Date: _____ Title: Chief Environmental Planner
Hector Guerra

Signature: _____ Date: _____ Title: Environmental Assessment Officer
Reed Schenke, PE RMA Director

Signed by Lead Agency

Date received for filing at OPR: N/A